

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Voll et al.

Serial No.: 10/670,403

Filed: September 24, 2003



Date: June 30, 2006

Confirmation No.: 7919

Group Art Unit: 2831

Examiner: Kaplan, Hal Ira

For: DISTANCE EXTENDER AND METHOD MAKING USE OF SAME

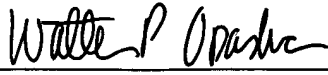
STATEMENT OF COMMON OWNERSHIP OF PRIOR ART CITATION AND INVENTION TO DISQUALIFY PRIOR ART UNDER 35 U.S.C. § 103(c)

The above identified application and U.S. Patent Application No. 10/038,998 to King et al. were at the time of this application was made, owned by the same entity, Belkin Corporation of Compton, California.

In addition, applicants submit the following evidence of common ownership:

- 1) Assignment of Application No. 10/670,403 to Belkin Corporation, having an effective date of 12 February 2004;
- 2) Notice of Recordation of Assignment of Assignor's interest for Application No. 10/670,403;
- 3) Assignment of Application No. 10/038,998 to Belkin Corporation, having an effective date of 5 January 2002.

BRYAN CAVE LLP
Two North Central Avenue
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Phoenix, AZ 85004-4406


Walter P Opaska
Attorney for Applicants
Reg. No. 54,349
Tel. (602) 364-7000

CERTIFICATE OF EXPRESS MAILING UNDER 37 C.F.R. 1.10.

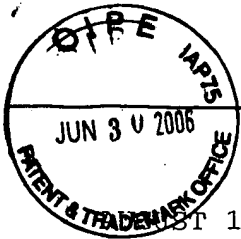
I hereby certify that this document (and any referred to as being attached or enclosed) is being deposited with the United States Postal Service as "Express Mail Post Office to Addressee" service, mailing label No. **EV497391965US on June 30, 2006** and addressed to Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Name: Denise M. Aleman

Printed Name: Denise M. Aleman

171968



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUG 18, 2004

PTAS



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BRYAN CAVE LLP
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PHOENIX, ARIZONA 85004-4406

RECEIVED
I.P. GROUP

AUG 27 2004

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/17/2004

REEL/FRAME: 015001/0017
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

VOLL, PARKER J.

DOC DATE: 02/12/2004

ASSIGNOR:

KING, RANDY J.

DOC DATE: 02/12/2004

ASSIGNOR:

PRIEBE, JACK E.

DOC DATE: 02/12/2004

ASSIGNOR:

MOFFATT, RONALD C.

DOC DATE: 02/12/2004

ASSIGNEE:

BELKIN CORPORATION, A CORP. OF
DELAWARE
501 WEST WALNUT STREET
COMPTON, CALIFORNIA 90220

015001/0017 PAGE 2

SERIAL NUMBER: 10670403

FILING DATE: 09/24/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: DISTANCE EXTENDER AND METHOD MAKING USE OF SAME

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ASSIGNMENT

In consideration of my agreement with Belkin Corporation, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, Parker J. Voll, an individual residing in Rochester, New York; I, Randy J. King, an individual residing in Rochester, New York; I, Jack E. Priebe, an individual residing in Palmyra, New York; and I, Ronald C. Moffatt, an individual residing in Rochester, New York, hereby assign, transfer, set over, convey, and deliver to Belkin Corporation, a Delaware corporation, having a principal place of business located at 501 West Walnut Street, Compton, California 90220, its successors and assigns (collectively referred to herein as "ASSIGNEE") all of my right, title, and interest in, to, and under any and all subject matter of the invention(s) disclosed and/or claimed in the application for United States patent Serial No. 10/670,403, titled

Distance Extender and Method Making Use of Same

filed in the U.S. Patent and Trademark Office on September 24, 2003; in, to, and under the said application and any and all provisional, continuation, continuation-in-part, continued prosecution, request-for-continued-examination, and divisional applications thereof; in, to, and under, my exclusive right to make and prosecute any and all applications for patents, reissues, renewals, and extensions thereof; in, to, and under any and all patents and Convention and Treaty rights of all kinds, in the United States of America and all other countries throughout the world, for all such subject matter; in, to, and under any and all know-how and/or confidential, proprietary, and/or trade secret information relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to sue for present, past, and future infringement or misappropriation relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to enforce any rights and file any causes of action, in law and/or equity, relating to any such subject matter, applications, patents, and/or technology; and in, to, and under the right to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect to any such subject matter, applications, patents, and/or technology. The right, title, and interest is to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNOR had this assignment not been made. I request the applicable official having authority to issue patents and/or corresponding rights to issue same on the subject matter of the said invention(s) to ASSIGNEE, its successors and assigns, and, if called upon by ASSIGNEE, its successors, assigns, or legal representatives, I agree to promptly sign any and all documents necessary to secure any and all such patents and/or rights and for issuance of same to ASSIGNEE or its successors and assigns.

I covenant with ASSIGNEE, its successors, assigns, and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance.

I grant to ASSIGNEE, its successors, assigns, and legal representatives the power to insert on this assignment any further identification, including the application number and filing dates, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

I confirm that I have not made any agreement in conflict with this Assignment. I further agree that I will provide information within my knowledge or belief, and do any and all other relevant things that ASSIGNEE, its successors, assigns, or legal representatives deem necessary or desirable and request of me in connection with obtaining and/or maintaining any such patents and/or rights; in connection with any proceeding, controversy, and/or litigation pertaining to any such patents and/or rights; in order to perfect and/or enforce the ownership by ASSIGNEE, its successors and assigns, of the right, title, and interest conveyed by this Assignment; and/or in connection with this Assignment, without payment of consideration to me beyond that called for in my written agreement with ASSIGNEE on the understanding, however, that ASSIGNEE will bear all reasonable expenses actually incurred for or in connection with such matters. This Assignment and the obligations assumed by me shall be binding on my heirs and personal representatives.

Date: February 12, 2004

P. J. Voll
Parker Voll

STATE OF New York :
: ss
COUNTY OF Monroe :

On this 12th day of February, 2004, Parker Voll personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

JILL W. ROUTLY
No. 01R05074204
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires 03/10/2007
Jill W. Routly
Notary Public
My commission expires: 3-10-07

Date: February 12, 2004

Randy King
Randy King

STATE OF New York :
: ss
COUNTY OF Monroe :

On this 12th day of February, 2004, Randy King personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

Jill W. Routly
Notary Public
My commission expires: 3-10-07
JILL W. ROUTLY
No. 01R05074204
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires 03/10/2007

Date: February 12, 2004

Jack Priebe
Jack Priebe

STATE OF New York :
COUNTY OF Monroe : SS

On this 12th day of February, 2004, Jack Priebe personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

Jill W. Routly
Notary Public

My commission expires: 03/10/2007

JILL W. ROUTLY
No. 01R05074204
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires 03/10/ 2007

Date: February 12, 2004

Ronald C Moffatt
Ronald Moffatt

STATE OF New York :
COUNTY OF Monroe : SS

On this 12th day of February, 2004, Ronald Moffatt personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

Jill W. Routly
Notary Public

My commission expires: _____

JILL W. ROUTLY
No. 01R05074204
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires 03/10/ 2007

ASSIGNMENT

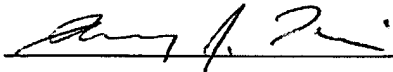
In consideration of good and valuable consideration paid to the undersigned by the Assignee, **Belkin Corporation**, a corporation organized under the laws of the State of Delaware, having an office at 501 West Walnut Street, Compton, CA, 90220, the receipt whereof is hereby acknowledged, the undersigned by these presents hereby sells, assigns, transfers, and sets over unto the said Assignee the entire worldwide right, title, and interest in and to the invention or improvement in **KVM VIDEO AND OSD SWITCH**, said invention being fully described and/or claimed in the application for Letters Patent of the United States of America filed on January 5, 2002 and accorded Serial No. 10/038,998, and in and to all applications therefor (including all continuations, divisionals, continuations-in-part, and reissues), including all treaty and convention rights (including priority rights) and the right to sue for present, past, and future infringement, the same to be held and enjoyed by said Assignee, its successors, assigns, or other legal representatives, to the full ends of the terms for which all Letters Patents therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

And by this covenant the undersigned will execute or procure any further necessary assurance of title to said invention and Letters Patent; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patents which may be granted therefor in said Assignee, its successors, assigns or other legal representatives, and, upon the request and at the expense of said Assignee, will execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefor, and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of said Assignee, its successors, assigns, or other legal representatives.

This assignment is effective as of the filing date of this application, which is January 5, 2002.

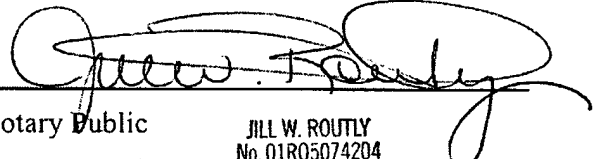
And the Director of the United States Patent and Trademark Office is hereby authorized and requested to issue any and all Letters Patent of the United States for said invention to said Assignee.

Date: 6/29/06

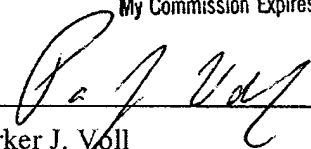

Randy J. King
139 Pilot Street
Rochester, NY 14606 US

STATE OF New York : SS
COUNTY OF Monroe

On this 29th day of June, 2006, Randy J. King personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

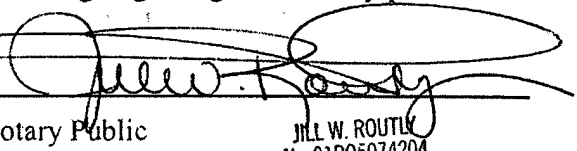

Notary Public
JILL W. ROUTLY
No. 01R05074204
My commission expires 03/10/2007
Notary Public, State of New York
Qualified in Monroe County

Date: 6/29/06


Parker J. Voll
40 Karenlee Drive
Rochester, NY 14618 US

STATE OF New York : SS
COUNTY OF Monroe :

On this 29th day of June, 2006, Parker J. Voll personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.


Notary Public
JILL W. ROUTLY
No. 01R05074204
My commission expires 03/10/2007
Notary Public, State of New York
Qualified in Monroe County